

**MASTER AGREEMENT
BETWEEN THE**

**IRONWOOD AREA SCHOOLS
BOARD OF EDUCATION**

AND THE

**IRONWOOD EDUCATION
SUPPORT PERSONNEL
ASSOCIATION**

2013-2016

**IRONWOOD EDUCATION SUPPORT PERSONNEL ASSOCIATION
2013-2016 CONTRACT**

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ARTICLE 1

RECOGNITION

- A. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment as prescribed herein for the term of this agreement for all employees of the Employer including all part-time and full-time secretaries, clericals, teacher aides, transportation personnel, food service personnel, custodians, and monitors, excluding the secretary to the Superintendent and the Board of Education and supervisors.
- B. Such representation shall cover all personnel assigned to newly created positions which are not principally supervisory and administrative but fall within the purview of the Union. The Board agrees not to negotiate with or recognize any organization other than the Union for the duration of this Agreement.
- C. Workers accepted by the school district on state or federal programs doing work within the classification of the contract whose wages come mainly from special grants will not be considered school employees and therefore not eligible for Union membership. The District will not use such workers to reduce regularly scheduled hours of, displace or replace regular employees. However, if such employees must be afforded all rights and benefits of the master contract, they must join the Union as provided herein.
- D. *Volunteer* shall be defined as a person who provides a service for the District of his/her own free will. The Board may utilize the services of such volunteers, provided that the volunteers will not displace, replace, or reduce the regularly scheduled hours of bargaining unit members.

ARTICLE 2
EMPLOYER RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised by the Employer without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation the right to:
1. Manage and control the school's business, the equipment, the operation and to direct the working forces and affairs of the Employer.
 2. Continue its rights of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees so long as such action does not conflict with the seniority and layoff and recall provisions of this Agreement.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organizations, its function, authority, amount of supervision and table of organization, providing that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with provisions of P.A. 379 of 1965, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 3
EMPLOYEE STATUS

Employees shall be placed in one of the following categories:

- A. **Full-time full year:** Any employee who is scheduled to work forty (40) hours or more per week for a full year.
- B. **Full-time school year:** Any employee who is scheduled to work a full school day or more during the school year.
- C. Full-time employees as defined in A and B above shall be entitled to all benefits and leaves as provided for under this contract.
- D. **Part-time full year:** Any employee who is scheduled to work less than forty (40) hours per week for a full year.
- E. **Part-time school year:** Any employee who is scheduled to work less than a full school day during the school year.
- F. Part-time employees as defined in D and E above who are scheduled to work at least 20 hours per week shall be entitled to benefits and leaves as provided for in this Agreement on a pro-rata basis.
- G. **Interim:** Any employee hired for a time period in excess of thirty (30) work days to replace a regular employee who is on leave, extended absence, or workers compensation. Interim employees shall be subject to the provisions of this Agreement.
- H. The Employer may from time-to-time employ temporary employees to supplement the regular work force. Employment of such employees shall not exceed ninety (90) workdays in a twelve (12) month period and shall not be used to reduce hours of, displace or replace regular employees. However, regular part-time bargaining unit members shall first be given additional hours to make them full-time before temporary employees are hired. In the event a full-time employee becomes part-time, he/she shall be given the hours of a temporary employee to be made full-time, and the employment of the temporary employee shall be reduced or terminated.

ARTICLE 4

MAINTENANCE OF STANDARDS

- A. All conditions of employment, including working hours, extra compensation for duties outside regular working hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed unless the affected Association member is first contacted and given an explanation for the changes. If the Association member disagrees with the need for the change, the grievance procedure may be used.
- B. The duties of any Union member or the responsibility of any position in the bargaining unit shall not be altered outside of the classification, increased, or transferred to persons not covered by this Agreement without the Association's full knowledge and consent.

ARTICLE 5
AGENCY SHOP

- A. Any bargaining unit member who is not a member of the Union in good standing, or who does not make application for membership within ninety (90) days from the date of commencement of duties shall, as a condition of employment, pay as a service fee to the Union an amount equivalent to the dues uniformly required to be paid by members of the Union; provided, however, that the bargaining unit members may authorize payroll deduction for such fee in the same manner as provided in Article 6. In the event that a bargaining unit member shall not pay such service fee directly to the Union or authorize payment through payroll deduction, as provided in this Agreement, the Board shall, at the request of the Union terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just and reasonable cause for discharge.
- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the bargaining unit member that a request for discharge may be filed with the Board in the event compliance is not affected.
 2. If the bargaining unit member fails to comply, the Union may file charges, in writing, with the Board and shall request termination of the bargaining unit member's employment.
 3. The Board, upon receipt of said charges and request for termination, shall immediately notify the bargaining unit member that his/her services shall be discontinued at the end of ten (10) days. In the event of compliance at any time prior to discharge, charges shall be withdrawn. The Union, in the process of charges, agrees not to discriminate between persons who may have refused to pay the Union dues and/or service fees.
 4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and
 - b. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer and its agents from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE 6

PAYROLL DEDUCTION

- A. The Board shall deduct from the pay of each bargaining unit member from whom it receives authorization to do so the required amount for the payment of dues or service fees. Such dues, or fees, accompanied by a list of bargaining unit members from whom they have been deducted, shall be forwarded to the Union no later than thirty (30) days after the deductions were made.
- B. A bargaining unit member who shall tender or authorize the deduction of membership dues, or service fees, uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of this Article so long as the bargaining unit member is not more than sixty (60) days in arrears of payment of such dues, or service fees.
- C. The Board shall be notified, in writing, by the Union of any bargaining unit member who is sixty (60) days in arrears in payment of membership dues, or service fees.
- D. The Union shall notify the Board thirty (30) days prior to any change in its dues or fees.
- E. The Employer shall deduct from the pay of each bargaining unit member from whom it receives authorization to do so, and make proper remittance for such plans or programs as are deemed mutually agreeable, to include annuities, charitable donations, etc.
- F. The dues for all employees shall be deducted in ten (10) equal installments September through June. Deductions shall be in accordance with the following table:

Avg. Hrs./Wk.	NEA	MEA	Local	WUPEA
00.1-10	50%	25%	100%	\$5.00
10.1-20	50%	50%	100%	\$5.00
20.1-30	100%	75%	100%	\$5.00
30.1-40	100%	100%	100%	\$5.00

ARTICLE 7
GRIEVANCE PROCEDURE

- A. The Association Grievance Committee, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer provided it is so urgent that it cannot be done during off hours. A copy of the grievance shall be provided to the unit president at each level.
- B. A claim by a Union member, or the Union, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the Board, may be processed as a grievance as hereinafter provided.
- C. In the event that a Union member believes there is a basis for a grievance, the Union member shall first discuss the alleged grievance with his/her immediate administrator or designee, either personally or accompanied by his/her Union representative. The grievance shall be filed within ten (10) working days of the violation, misinterpretation, or misapplication, or within ten (10) working days of the discovery thereof. There shall be no resolution to an individual grievance which is contrary to the collective bargaining agreement.
- D. If, as a result of the informal discussion with the immediate administrator, a grievance still exists, the Union member may invoke the formal grievance procedure through the Union. A copy of the grievance shall be delivered to the immediate administrator. If the grievance involves more than one (1) work location, it may be filed with the Superintendent, or his/her designee.
- E. Within five (5) working days of receipt of the grievance, the immediate administrator or designee shall meet with the grievant and the Union in an effort to resolve the grievance. The immediate administrator shall indicate, in writing, his/her disposition of the grievance within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.
- F. If the grievant or the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or ten (10) working days from date of filing, the grievance shall be transmitted to the Superintendent, or his/her designee. Within five (5) working days, the Superintendent, or his/her designee, shall meet with the Union on the grievance and shall indicate in writing, his/her disposition within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.
- G. If the grievant or the Union is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) working days of such meeting, or twenty (20) working days from date of filing, the grievance shall be transmitted to the Board Committee. Within ten (10) workdays, the Board Committee shall hold a hearing on the grievance and shall make a recommendation to the entire Board at it's next regular meeting. The Board will then indicate, in writing, its disposition within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.

- H. If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration. The Union (not an individual) shall have the final determination on whether or not to proceed to arbitration. The decision to submit the disagreement to arbitration must be made within five (5) working days of the date of Board decision. If the parties cannot agree as to the arbitrator, within five (5) working days from the notification that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- I. The fees and expenses of the arbitrator shall be shared equally by the parties.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder, may be processed through the grievance procedure until resolution.
- L. For the purpose of assisting a Union member, or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to, grievances, the Board shall permit a Union member and/or Union representative access to, and the right to inspect and acquire copies of, his/her personnel file and any other files or records of the Board which pertains to the bargaining unit member or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded.
- M. A bargaining unit member who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.
- N. Any party in interest may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another Union member or another person, provided, however, that any Union member may in no event be represented by an officer, agent or other representative of any organization other than the Union.
- O. Miscellaneous
1. During the pendency of any proceedings and until a final determination has been reached all proceedings shall be kept confidential between the parties directly involved and any preliminary disposition will not be made public without the agreement of all parties.
 2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
 3. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of the procedure set forth herein.

ARTICLE 8

VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as a newly created position or a present position that is not filled that the Board decides to fill.
- B. All vacancies shall be posted in a conspicuous place in each building for a period of seven (7) calendar days (at least five working days). Said posting shall contain the following information:

- 1. Type of work
- 2. Location of work
- 3. Starting date
- 4. Rate of pay
- 5. Hours to be worked
- 6. Classification
- 7. Minimum qualifications

Interested employees may apply in writing to the Superintendent, or designee, within the seven (7) calendar days (at least five working days posting period). The Employer shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice of same to each employee by U.S. Mail or by phone if they are not working.

- C. Vacancies shall be filled with the most senior, qualified applicant from within the Association. Qualified shall be defined as specified in Article 10, Section C-2(a) of this Agreement.
 - 1. For vacancies affecting the secretarial classification the parties agree to establish two (2) mutually agreed upon testing dates (January and May) for employees to demonstrate they have met the minimum requirements for a particular position. Said testing shall be performed by an outside agency at the school district's expense.
 - 2. In the event a vacancy shall occur at a time when an employee has not yet had the opportunity to take the test, he/she shall be given the test at that time.
 - 3. Once an employee has demonstrated a level of skill, he/she shall be considered to meet the minimum requirement for the duration of his/her employment with the district.
- D. For the purpose of this agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:
 - 1. Transportation Personnel
 - 2. Custodial/Maintenance
 - 3. Aide/Secretarial/Clerical
 - 4. Food Service Personnel
 - 5. Monitors
- E. Within ten (10) work days after the Board makes a decision to fill the position, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.

F. For purposes of this article, an interim vacancy shall be defined as any pre-informed situation where an employee will be absent from his/her regular assignment for more than thirty (30) consecutive calendar days. Where possible, employees expecting to be absent shall provide the Superintendent reasonable notice (two (2) weeks).

Interim vacancies shall be filled using the following procedure:

1. Most senior, qualified applicant from within the classification.
2. Most senior, qualified applicant from another classification.

If an employee is filling an interim vacancy in a program that ends prior to the end of the school year, the return to the employee's regular assignment shall coincide with the start of the following school year.

G. In the event of a transfer from one position to another, the employee shall be given a three (3) week trial in which to show his/her ability to perform on the new job or determine his/her desire to remain on the job. The Employer shall give the transferred employee reasonable assistance to enable him/her to perform up to Employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment. Employees shall be limited to one (1) trial period per twelve (12) months.

H. Employees shall not be placed on a lower step on the wage scale due to transfers.

I. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for reasonable and just cause.

J. Where involuntary transfer is necessary, the Employer shall confer with the employee being transferred giving him/her a complete explanation regarding need for such transfer.

K. The District will continue its practice of utilizing available employees as substitutes whenever possible, providing the substitute hours do not conflict with the employee's regularly scheduled hours, and overtime is not required. Substitutes from within the Association shall be paid at the negotiated rates from the salary schedules. Experience steps may apply if the employee has worked in the position or classification previously.

L. There shall be no expedited postings unless approved in writing by the Association President.

ARTICLE 9
SENIORITY

- A. Seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day in the district. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots. Layoff and/or leave shall not break continuous service.
- B. All employees shall accrue seniority as follows:
 - 1. Seniority shall be effective as of the employee's anniversary date.
 - 2. An employee who is laid off or has his/her hours reduced shall maintain his/her position on the seniority list.
 - 3. Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.
- C. Seniority shall not accrue, nor shall it be lost when an employee is on leave of absence or layoff.
- D. The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within sixty (60) work days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union.
- E. State and Federal statutes and regulations shall be observed where applicable for specially funded programs. Except where prohibited by law or regulation, all bargaining unit members shall receive seniority rights as provided in this Agreement.
- F. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position or as exempted by contract.
- G. If the Ironwood Area Schools of Gogebic County is combined with one or more districts through annexation and Ironwood Area Schools of Gogebic County is the annexing district, the seniority list shall remain unchanged and the incoming employees from the annexed district will begin with zero (0) years of seniority on the list. However, the annexed district employees shall be placed on the salary schedule at Board discretion. Further, the Board agrees not to voluntarily negotiate any matter pertaining to support personnel staff with the annexed district's employees or their representatives. Such negotiations, if necessary, shall be through the recognized bargaining agent which is the Ironwood Education Support Personnel Association.

ARTICLE 10

REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- A. It is specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and/or staff and that the procedures set forth in this article shall be used in laying off personnel.
- B. Layoff shall be defined as a reduction in the work force beyond normal attrition due to a lack of funds or a change in program.
- C. In the event of layoff involving the termination of positions, the following procedure shall be followed:
 - 1. The employer shall identify the specific position(s) to be eliminated and shall notify, as soon as possible prior to the effective date of the layoff, but in no case less than two (2) weeks, the employee(s) in those position(s).
 - 2. The employee(s) in the affected position(s) shall have the right to:
 - a. The position of someone who is less senior, providing the employee is qualified. An employee shall be deemed qualified if he/she meets the minimum posted requirements for the position. They may also have the right to other positions, by seniority, whose hours do not conflict, in order to maintain their original number of hours.
 - b. Bid on another posted position.
 - c. Become laid off.
 - 3. Any and all employees displaced by provision 2 above shall have the same rights as long as there are less senior employees.
 - 4. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly created position.
- D. In the event of a layoff, the Employer and the Union may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of the layoff providing the employee to be retained meets the qualification requirement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit member's right to be recalled from such layoff.
- E. In the event of a reduction in the work hours in a classification, bargaining unit members with the greater seniority may use same to maintain his/her normal work schedule by utilizing the bumping procedure outlined in Section C above.

- F. Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified. Recall rights shall be limited to three (3) years or length of service, whichever is greater. Vacancies within a given classification shall be filled on the basis of seniority prior to the recall of any employee in that classification.
- G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least seven (7) calendar days from receipt of notice to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the seven (7) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights and be classified as resigned.
- H. Refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect an employee's recall rights.
- I. The Board and the Union agree to the following with regard to the articles on Seniority, Vacancies, and Transfers, and Reduction in Personnel:
 - 1. No employee in a part-time position shall bump into a full-time position because he/she has more seniority. He/she shall only be able to displace a less senior employee for the number of hours that the more senior employee had been assigned.
 - 2. Any employee affected by layoff shall have three (3) days to exercise his/her right to bump.

ARTICLE 11

WORK LOAD AND ASSIGNMENTS

- A. Since efficient administration is promoted when employees are working within their area of competency without excessive or overburdening demands, bargaining unit members shall not under normal circumstances be assigned work which generally is done by others; however, in case of meeting deadlines and emergencies work assignments may temporarily be changed as long as it is in the general area of such person's competence. An employee shall not be assigned above his/her classification except temporarily and for short duration.
- B. When an employee temporarily assumes another job, instead of his/her own, he/she shall get the higher rate of pay.
- C. The parties recognize that production can best be facilitated by close cooperation between bargaining unit members and the administrative staff. The individuals therefore, shall work together to:
 - 1. Establish work priorities conducive to smooth and efficient operation.
 - 2. Maintain a climate conducive to work production.
 - 3. Assign work on an equitable basis.
 - 4. Share concerns and listen to suggestions or problems which will provide improved working relationships within the entire school or department.
 - 5. Bargaining unit members will be free of blame in the event of break-in, fire, theft, or other damage to school property(s) when due precautions and care have been exercised by said members.
- D. In the event that extra maintenance-custodial needs arise, the Board will give first preference to utilizing existing custodial/maintenance staff in fulfillment of those needs.
- E. The District shall grandfather its practice of hiring transportation personnel on a seniority basis for drivers employed as of 8-24-92 to do extra maintenance and custodial duties for which they are qualified during non-session days and during the summer as the need arises.
Effective 7-1-92, and except as provided above, qualified bargaining unit employees needed to work during summers or non-session days shall be hired on the basis of seniority.
- F. The bus services rendered to the school community will be done by the District with transportation personnel as drivers. The following shall be exceptions where the District may provide bus service in the manner most advantageous to the Ironwood Area Schools:
 - 1. Trips outside an Ironwood to Gladstone radius. (One way)
 - 2. One (1) trip per year for each of the seven(7) athletic teams listed: Football, volleyball, track (dual), cross country (dual), girls basketball, boys basketball, and skiing.

- G. When an employee is required to work with temporary specially employed, work study, career opportunity, or co-op personnel, the employee shall be responsible for observing and monitoring that person's work and reporting any problems to his/her supervisor.
- H. Each bargaining unit member shall have a designated supervisor to whom he/she is required to report. No bargaining unit member shall be responsible for supervising another bargaining unit member.
- I. Job descriptions summarizing the duties and minimum requirements for each bargaining unit position shall be made available to each employee.
- J. When the Food Service Supervisor is absent, employees shall be temporarily assigned to perform the Supervisor's duties on a rotating basis. In the event the food service supervisor's absence is longer than twenty (20) consecutive workdays, those duties shall be performed by the most senior qualified food service employee and shall not be rotated. A substitute will be called to perform the employee's duties.

Any such temporary assignment shall be continuous for the duration of the Supervisor's absence up to a maximum of one (1) week at which time the duties shall be rotated.

When an employee is absent, a substitute shall be called. All substitution shall be conducted in accordance with Article 12, Section D.4.

- K. The ventilation hoods in the central kitchen shall be cleaned during the summer break. Employees working for Community Schools shall not be permitted to perform bargaining unit work.
- L. Support staff working the normal school year shall be notified of their anticipated work assignment on or before August 15 of any given year. A list with expected hours shall be presented to affected employees at the same time.

ARTICLE 12
WORK HOURS

A. Transportation Personnel

1. A regular bus driver is one who drives morning, kindergarten and afternoon runs at the salary rate. In addition, regular bus drivers are credited with one-half (½) hour coffee break and one (1) hour call time each day. On days when it is known that there will not be a need for an additional run, a bus driver may be assigned additional duties during their one hour call out time. These runs may vary on days of teacher in-service, parent-teacher conferences, etc. While the length of time to complete specific runs may vary, regular drivers shall be considered to have a work credit of six (6) hours per day.
In the event that the number of kindergarten runs is reduced, the two (2) regular drivers employed on July 1, 1992 shall be assigned other work and shall suffer no loss in wages or benefits. No employee in any classification shall have his/her hours reduced, displaced, or replaced as a result of compliance with this section.
2. The Transportation Director shall prepare a list of extra runs within the entire school district prior to the beginning of each school year. Drivers may choose two (2) extra runs based on seniority. No two (2) runs may be of the same type and if said extra run(s) are discontinued during the year, the affected driver may exercise his/her seniority and choose another comparable run from another driver of lesser seniority who in turn may choose another run to replace the one lost to the driver with greater seniority on down the seniority order. In short, no driver of greater seniority shall lose a run before a driver of lesser seniority unless willing to waive his seniority rights for that particular instance.
3. In-district trips or runs shall be rotated amongst the drivers who do not have two (2) extra runs per day. Advance notice will be given whenever possible (72 hrs.) of additional runs or run changes as they become available. The eligible driver shall be notified by telephone, or by notice on the bulletin board. The half-time driver will not be awarded any *in-town special runs* except in the case of an emergency. In the event that all drivers have two (2) extra runs and additional runs come up, they will revert back to the top of the seniority list.
4. Substitute kindergarten drivers will be picked from the drivers who do not have kindergarten runs on a rotating basis. Each driver will learn one run and substitute for that kindergarten run for the year.
5. The transportation director shall poll the drivers each year at the beginning of the school year to determine which personnel are interested in accepting out-of-district trips. Out-of-district trip time coinciding with a regular assigned run (morning, kindergarten, or afternoon) shall be paid at the regular rate (maximum of 4.5 hours).

The list of all regular drivers (not substitute, part-time, emergency, or half-time drivers) interested in out-of-district trips shall be compiled and requests from this list made on a rotating basis for driving assignments. Any driver refusing his turn shall be ineligible to drive a run for the rest of the week.

6. Kindergarten runs shall be posted and selected on a seniority basis three (3) weeks prior to the beginning of the school year. A driver may request the runs be re-bid if there has been a significant change in student numbers or miles traveled on his/her bid run as of the first day of school.

B. Secretarial Personnel

1. Working hours shall be forty (40) hours per week during the regular school year. During the summer months and on non-session days during the school year, there will be thirty-five (35) hours per work week or seven (7) hours per day, except as covered in subsection 5 of this section.
2. The Superintendent is empowered to set opening and closing time which shall not be earlier than 7:00 a.m. or later than 5:00 p.m. for daytime positions. Afternoon positions shall not be scheduled later than 10:30 p.m.
3. Employees will be allowed a 15-minute daily relief period within each four (4) hour work schedule and a full hour duty-free uninterrupted lunch period without pay, but subject to variation with the approval of the Superintendent.
4. If an employee is detained for any reason, exclusive of Act of God closing and arrives on the job late, the employee will be required to make up the time or lose pay if it exceeds a half an hour.
5. On non-session workdays, office hours may be arranged with the administrator in charge of that office.
6. In lieu of one fifteen minute break, the secretarial staff and the accounting staff will adhere to the following schedule:

When School is in Session:

Monday – Thursday 7:30 a.m. – 4:00 p.m. (45 min. lunch)

Friday 7:30 a.m. – 3:30 p.m. (1 hr. lunch)

Non-Session Days (Full Time/Full Year Staff Members)

Monday – Thursday 7:30 a.m. – 3:00 p.m. (45 min. lunch)

Friday 7:30 a.m. – 2:00 p.m. (1 hr. lunch)

C. Custodial/Maintenance Personnel

1. Shifts will be set up by the administrator in charge of the building or the Superintendent in such a way that the school program and community services of the District are fulfilled adequately. Such shifts will be set up as far as possible to allow for daytime work consecutive hours.
2. Alternating shifts on a bi-weekly basis is required if the partner employee wishes to do so and arrangements are made with the administrator in charge. Shorter alternates to meet special needs are permissible if approved or ordered by the administrator in charge.
3. On non-session days, shifts may be changed to day or afternoon shift to suit the employee providing it is approved by the administrator in charge and it does not interfere with a school or community activity taking place in the building. A non-session day shall be defined as those days when classes are not in session.
4. The regular full working day shall consist of eight (8) working hours per day plus thirty (30) minutes unpaid lunch, except designated part-time employees.
5. Weekend building and boiler checks will be performed during the heating season when required. Responsibility for building checks will be rotated among the custodians within the individual buildings. Custodians will be compensated two (2) hours per day for building and boiler checks.
6. Employees may take a coffee break not to exceed fifteen (15) minutes in the a.m. and also a like coffee break in the p.m., both on the premises.
7. An employee reporting for overtime on a special call-out will be allowed at least two (2) full hours of time and one-half pay. Extended overtime of a shift shall be allowed to the nearest half-hour.
8. The District reserves the right to alter shifts to meet the custodial needs of the school system.
9. **Equalization of Overtime Hours**
 - a. The district reserves its right to keep overtime to a minimum. However, overtime hours shall be divided as equally as possible among employees in the same classifications in their buildings. The present practice for offering overtime when necessary (substitute not available) throughout the school district shall continue as follows:
 1. The employee with the least total overtime shall be offered the work.
 2. Refusal of overtime shall be credited against the employee on an hour-for-hour basis.
 3. Once an employee's overtime has been equalized with other employees they will be offered overtime in rotation.

4. The above-described procedure will be repeated until overtime is equalized for all the affected employees.
 5. An employee may choose to remove himself/herself from the overtime list. If the employee later decides to work overtime, he/she shall be credited as having worked the same number of hours overtime as the employee with the most overtime.
 6. The overtime list shall be posted in the first floor lounge and updated each Monday.
- b. Overtime hours shall be divided as equally as possible on a district-wide basis on maintenance work.
 - c. In the event nobody within the custodial classification elects to work overtime, the Superintendent will direct the Head of Maintenance to assign the first person on the list.
10. If there is a lack of summer work, with notice to the District, a full time full year custodian may alter their schedule to reduce their work hours on a voluntary basis. They may reduce their work year by up to six weeks on unpaid leave. There will be no loss of benefits during this time.

D. Food Service Employees

1. Work hours for food service employees shall be scheduled by the food service director. The normal work hours for any food service employees shall not be altered once the school year has begun without prior discussions with the union.
2. Employees may take three (3) coffee breaks not to exceed ten (10) minutes each.
3. Shift preference will be given to employees on the basis of seniority within a classification. If all shifts are not covered by employee preference, assignments will be made by the Employer on the basis of inverse seniority (least senior worker assigned first).
4. Extra bargaining unit work shall be offered to employees on a rotating schedule on a seniority basis before hiring from outside the bargaining unit. Substitutes are to be used only after all bargaining unit employees are given opportunity to work additional hours, so long as overtime is not involved.
5. Overtime hours shall be divided as equally as possible among employees in the same classifications. An up-to-date list showing overtime hours will be posted weekly in a prominent place.

Whenever overtime is required, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work will be charged the average number of overtime hours of employees working during the call-out period.

Overtime hours will be computed from July 1 through June 30 each year.

E. Monitors and Aides

1. At the beginning of every school year, once the monitors and aides have the number of hours assigned for each specific building, the principal has the right to assign the monitors/aides according to his/her scheduled number of work hours.

F. All Employees

1. Employees shall be paid overtime for all hours in excess of forty (40) hours per week as provided for in the Fair Labor Standards Act.
2. In the event an employee is requested to work on a paid holiday, he/she shall receive their regular hourly rate plus holiday pay.
3. If compensatory time is requested by the employee in lieu of overtime, the employee shall receive one and one-half (1½) hours for each hour worked. Compensatory time must be arranged at least one (1) day in advance with the Superintendent.
4. Snow days or any other days that school is not in session and it is not made up are also days off without loss of pay. Employees need not report on snow days or Act of God days except as follows:
 - a. Custodians assigned to furnace duties. Such custodians may leave after duties are performed.
 - b. In the case of emergency, any employee may be called out to correct the situation and then leave after the corrections are made.
 - c. When the urgency of the work requires it. After the work is completed, the employee may leave.
 - d. If ordered by the Superintendent. The employee may leave after the assigned duties are completed.

The minimum call-out for any employee shall be two (2) hours. If it falls within the regular work hours, the employee shall receive his/her regular day's pay only.

If the District fails to notify kitchen workers of an Act of God day by 5:30 a.m., all kitchen staff who report at their normal times shall receive 2 hours of call-out pay.

5. An employee reporting for overtime on a special call-out will be allowed at least two (2) full hours of time and one-half pay.

6. In the event an employee is required to obtain a State license in order to perform the job duties of his/her present assignment, said employee shall be granted a reasonable timeline to meet the new requirement.

ARTICLE 13

PROTECTION OF EMPLOYEES

- A. Since the employee's authority and effectiveness is undermined when students discover that there is insufficient administrative backing and support, the Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in his/her work area.
- B. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative and to law enforcement authorities. The Board will provide legal counsel up to a maximum cost of \$500 per incident to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.
- C. Time lost by an employee in connection with any incident mentioned in this article shall not be charged against the employee.
- D. The Board will reimburse employees for any loss, damage or destruction of clothing or personal property of the employee while on duty and involved in proper disciplinary action. Personal property damage shall be limited to \$500, except in a situation involving the employee's automobile where the limit shall be \$500 or the applicable deductible, whichever is less.
- E. Any complaints by a parent of a student directed toward an employee shall be promptly called to the employee's attention. If the complainant is known the employee will be informed who issued the complaint.
- F. Bargaining unit members shall be properly trained, where necessary, to dispense or administer medication, or perform diapering or medically related procedures. Medication shall be stored in a properly secured area. The bargaining unit member shall be advised of and shall follow school district policies and procedures related to parental permission and the dispensing of medicine.

ARTICLE 14

EMPLOYEE DISCIPLINE

- A. Discharge, demotion, suspension, or any other disciplinary action applied to a bargaining unit member shall be made only for reasonable and just cause and in accordance with the policies and provisions of this Agreement. Transfer to a position of like job description and pay shall not constitute demotion.
- B. New employees shall be considered to be in a probationary period during their first sixty (60) work days of employment, adjusted for absences. Upon completion of the probationary period, the Board shall notify the employee and the Union. A probationary employee shall not be granted the use of the grievance procedure if he/she is discharged, demoted or suspended.
- C. When non-probationary employees are disciplined, they shall be notified in writing stating the reason for such action. In the event the discipline or discharge of a non-probationary employee is found to be without just cause, the arbitrator may order reinstatement and payment of lost wages.
- D. A bargaining unit member shall be notified, in advance, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have a Union representative present. A bargaining unit member may request said notification to be in writing.
- E. The Board agrees that discipline should be appropriate to the offense and the offender. The disciplinary scale ranges from a minimum of oral reprimands to written reprimands, to suspension with pay, to suspension without pay to the maximum measure of discharge.

ARTICLE 15
UNION RIGHTS

- A. The Union shall, with administrative approval, have the right to use the school facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use. The Union shall pay the cost of all materials and supplies. All arrangements shall be made through the Superintendent or his/her designee. Any such request shall not be arbitrarily denied.
- B. The Board agrees to furnish to the Union in response to written requests available public information concerning the financial resources of the district, tentative budgetary requirements and allocation, and such other non-privileged information relevant to collective bargaining. The Union shall reimburse the Board for the expenses incurred in furnishing information or making records available.
- C. Bulletin boards and other established media of communication shall be made available to the Union and its members.
- D. The Union will be credited with five (5) days per year with pay for the purpose of conducting union business. An additional five (5) days per year shall be granted where the actual cost of replacement personnel will be borne by the Union where replacement personnel are needed. In the event such days are to be used for local bargaining, the Union will not pay the cost of replacement personnel.
- E. Special conferences for important matters outside the scope of this Agreement and not covered by the grievance procedure will be arranged between the Union and the Employer or its designated representative upon request of either party. Such meeting shall be attended by at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 9:00 p.m. by mutual agreement. The members of the Union shall not lose time or be paid overtime for time spent in such special conferences, nor shall time be paid if the conference falls after work hours. This meeting may be attended by a representative of the MEA.

ARTICLE 16

PERSONNEL FILES AND EMPLOYEE COMPETENCE

- A. A bargaining unit member shall have the right to review the contents of all records (excluding initial references) of the Board pertaining to said individuals, originating after the initial employment, and to have a Union representative present at such review. It is understood that this will be done only in case the employee has a valid reason for such a request. The bargaining unit member shall receive a copy of all material placed in his/her personnel file at the time the copies are placed therein.
- B. If the bargaining unit member believes the material placed, or to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If a bargaining unit member is requested to sign material to be placed in his/her file, such signature shall not be interpreted to mean agreement with the material's content.
- C. A bargaining unit member whose performance is considered unsatisfactory shall be given written notice explaining the deficiency and the administrative assistance that will be provided to help correct the deficiency. The employee shall be given a reasonable period of time, but in no event less than three (3) months, to bring his/her job performance up to a satisfactory level.

ARTICLE 17

SICK AND PAID LEAVES

A. 1. Each full-time, full year bargaining unit member, prorated for part-time, shall be credited with fourteen (14) days sick leave at the beginning of each contract year, and each full-time school year bargaining unit member, prorated for part-time, shall be credited with twelve (12) sick leave days at the beginning of each school year. Unused days shall accumulate to a maximum of one hundred eighty (180) days.

a. Following an employee's first days of work, sick leave will be taken at the employee's status classification rate. When an employee's hours or classification changes, said employee's sick leave days will be adjusted to reflect days available based on his/her new permanently scheduled hours.

2. Except in situations involving Workers Compensation, and effective with the 2001-02 school year, sick leave, personal leave, and vacation will be converted to hourly figures. A full-day leave will be dependent upon the number of hours in the full day each employee works. For example, if an employee works eight (8) hours per day, a full-day leave is eight (8) hours. If they work six (6) hours per day, their full-day leave is six (6) hours.

The hourly figure will accrue on a prorated basis. For example, for sick leave, if an employee works four (4) hours per day, they will be able to accrue four (4) x 180 hours. If they work six (6) hours per day, they will be able to accrue six (6) x 180 hours. Personal day and vacation day accumulations will be on the same basis as the examples above.

Any leave over and above a given hour will be rounded to the next hour. For example, if someone takes 1 hour 15 minutes of leave, it will be rounded to two (2) hours. If someone takes 2 hours 10 minutes, it will be rounded to three (3) hours. If someone takes 3 hours 45 minutes, it will be rounded to four (4) hours.

3. A record of the bargaining unit member's cumulative days shall be included in the member's check each pay period.

4. A maximum of five (5) days, prorated, per year of sick leave shall be allowed in case of emergency in the immediate family. For purposes of this section, immediate family is defined as spouse, parents, siblings, children, and any other person residing in the member's household. Emergency is defined as an unforeseen combination of circumstances which calls for immediate action. Once these five (5) emergency days are used, employees are required to use remaining personal days. If more days are required, the Superintendent may allow more days at his/her discretion. These days will be deducted from sick leave. The Superintendent's decision shall be final.

5. In the event that a bargaining unit member shall be absent from work because of mumps, pinkeye, impetigo, scarlet fever, measles, chicken pox or head lice which have been verified by the school nurse or physician, the resulting absences shall be paid, not chargeable to sick leave. The non-

chargeable time shall be limited to the contagious or quarantine period as determined by the employee's physician.

- B. At the beginning of the school year each new bargaining unit member shall contribute an amount not to exceed three (3) days, prorated, of the foregoing sick leave allowance to a common bank, which will carry a maximum of days equal to the number of employees multiplied by seven (7) and which will be administered by a committee of three (3) persons. The Union and the Board shall name a representative to the committee and the remaining one will be mutually agreed upon by the Union and the Board.

Employees who have exhausted their accumulated personal sick leave, personal days, vacation days, and comp time due to a critical illness or emergency in the immediate family may petition this committee for additional sick leave days from the bank provided there are sufficient days remaining in the bank. This petition must be supported by a statement of a physician as to the reason for not being able to work. Following the exhaustion of all leave time, the bargaining unit member must use three (3) days of unpaid leave time before qualifying for the sick leave bank. In no case will an employee be paid personal sick leave for more than a year. During the time the employee is drawing from the bank the person shall be considered on sick leave and all benefits allowed herein shall be in force. An employee who is once drawing from the sick leave bank will continue to accrue leave time but will not be forced to use said time during the period he/she is drawing from the bank. An additional year of leave may be granted by the Board of Education but after two (2) years the employee shall be terminated. There shall be no compensation or fringe benefits accrued during the second year if it is granted.

The bank will be replenished with one (1) day, prorated, from each employee when the number of days remaining in the bank equals the number of employees in the joint units of the Union.

- C. An employee will receive from the Board of Education his/her regular pay provided he/she is eligible and is receiving Worker's Compensation benefits.

Any such employee may choose to award his/her Worker's Compensation check to the Board of Education. Upon doing so the Board of Education shall deduct from his sick leave accrual the sufficient number of days to cover the actual additional cost to the Board, or the difference between the Worker's Compensation payment and the amount of his/her weekly salary.

The above mentioned difference between Worker's Compensation and the employee's regular weekly pay shall continue only so long as the employee has sick leave credits. When the sick leave credits are exhausted, employees shall receive only his/her Worker's Compensation benefits.

An employee on Worker's Compensation who cannot perform his/her duties may be assigned his/her normal work hours providing he/she is physically capable of performing other work. Reassignment shall be to a position he/she is qualified for. A vacancy resulting from the Board's compliance with this position shall be posted and shall be filled within the bargaining unit in accordance with Article 8 of this Agreement. Where no vacancy exists the employer may involuntarily transfer employees in accordance with Article 8, Section I.

Sick leave will not accrue while an individual employee is on Worker's Compensation Leave.

D. Personal Leave:

1. Two (2) days annually, deductible from sick leave, for personal business, except that the number allowed on any given day cannot exceed ten percent (10%) plus one (1) of the total employees in a classification. Leave will be granted in order of request. Use of personal days shall be preceded by at least twenty-four (24) hours notice. Except in case of emergency, once a personal day is requested, it cannot be canceled unless notice is given by the close of office hours the day prior to the scheduled leave. Custodians shall not use personal leave during the two (2) weeks before the start of school, and no employee shall take a personal leave day during the first two (2) weeks when school is in session. Exceptions may be granted at the discretion of the Superintendent.
2. Employee personal days will be paid at the employee status classification rate.
3. Personal leave days may accumulate up to five (5).
4. Those individuals not using or accumulating personal leave days will be paid \$35 a day. Individuals will inform the Superintendent at the end of the school year that they wish to be paid.

- E. An employee shall be allowed for a death in the immediate family up to three (3) working days as funeral days, only one (1) of which may follow the day of the funeral. None of the funeral leave days shall be deducted from sick leave. The immediate family is defined as spouse, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, grandparent-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. One (1) day will be allowed for sister-in-law, brother-in-law, niece, nephew, aunt or uncle. In the event the employee is responsible for the arrangements for the emergency caused by the death, or in case of distant travel, the Superintendent may allow one (1) or two (2) additional days.

An employee who is asked to serve as pall bearer shall be allowed to use emergency leave or his/her personal day.

F. Subpoena and Jury Duty:

An employee will be excused with full salary when serving as a subpoenaed witness.

Any employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. In case of emergency, the employer may enter a formal request to the court to have the employee excused.

ARTICLE 18
UNPAID LEAVE

- A. Following one year of employment, a bargaining unit member may request, and upon approval of the Board, may be granted a leave of absence without pay for a period of time not to exceed one (1) year. Extension of the leave may be granted if requested in writing thirty (30) days prior to the expiration of the leave. Two (2) weeks prior notice shall be provided when possible.
- B. Maternity leave will be granted upon written request by the employee and supported by a statement by the employee's physician. The employee will notify the Board at their earliest opportunity. The employee may elect the option of using accumulated sick leave and/or vacation credit upon commencement of the maternity leave (the balance of time on leave shall be without pay). Leaves will be for a maximum of one year from the start of the approved leave. Vacation rights shall not be lost for leaves of six (6) months or less.
- C. Upon return from any approved leave the bargaining unit member shall be assigned to the same position he/she held prior to the leave. In the event the position has been eliminated, the bumping procedure in Article 10 shall be followed.

**ARTICLE 19
VACATION**

- A. Employees working at least 1,785 permanently scheduled annual hours shall be eligible for paid vacation per Section D below. Employees who had previously earned vacation on the 225-day requirement from prior contracts shall have their vacation time grandfathered and frozen at the number of days earned during the 1993-94 contract year.
- B. Employees may use vacation during the school year providing it does not drastically interfere with the necessary operation of the school district. These vacations must be arranged in advance with the Superintendent during the regular school year.
- C. Vacations will be granted at such times during the summer recess of the school year as are suitable, considering both the wishes of employees and efficient operation of the District. Custodians, however, will work as one group from the end of school through the end of June, and from the first of August until the start of school. This will be under the direction of the superintendent. Therefore, summer vacations will normally be taken during the month of July. Vacations during other times during the summer months will be made at the discretion of the superintendent with good reason. The superintendent's decision shall be final.
- D. Vacation pay will be paid at the employee status classification rate.

Years of Service	Vacation Days
1 - 4	10
5 - 14	1 day a year
17	1 additional day
22	1 additional day
	22 days maximum

- Effective July 1, 1990, years of service shall equal seniority for this section (D). The eligibility year shall run from July 1 through June 30, inclusive. Employees hired after July 1 shall earn a proportionate pro-rata number of days during their first partial year of employment. During in session days, pay shall be at the employee's base rate including longevity. During non-session days, pay shall be at the employee's base rate including longevity times the number of hours being worked.
- E. When a legal holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
 - F. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, said day shall be considered as paid sick leave and shall not be charged against the

employee's earned vacation time. If the above mentioned incapacity continues through the year the employee shall receive payment in lieu of vacation.

- G. Vacation days may accumulate from year to year up to four (4) weeks accumulation. However, days may not be waived in lieu of pay except as provided in Section F above or in the event the employee's written request for vacation has been denied. An employee whose written vacation request has been denied shall have the option of carrying said days over to the next year or to be paid for said days at his/her regular rate.
- H. If a regular payday falls during an employee's vacation, he/she can request an advance for duration of the vacation and receive his/her check in advance of going on vacation. Such request must be made two (2) weeks in advance, but preferably at the time of setting the vacation.
- I. If any employee is laid off or retired, he/she will receive pay for unused vacation up to one year's accumulation. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.
- J. Except under extenuating circumstances as determined by the Superintendent, employees qualifying for vacation may not take unpaid leave unless they qualify under Article 18.
- K. Vacation will not accrue while an individual employee is on Worker's Compensation Leave.

ARTICLE 20
HOLIDAYS

A. Employees shall be eligible for the following paid holidays:

Independence Day	Christmas Day
Labor Day	New Years Eve Day
Thanksgiving Day	New Years Day
Day following Thanksgiving Day	Good Friday
Christmas Eve Day	Easter Monday
	Memorial Day,

and one (1) day to be arranged, providing the holiday falls within the regular period of employment. One (1) more additional float day may be granted under the following conditions: No more than two (2) bargaining unit members may take the same float day. If more than two (2) members apply for the same float day, those with higher seniority will be given first preference. No substitutes are required.

- B. Should a holiday fall on a school session day, Saturday, or Sunday, a day off will be given before or after a holiday which is mutually agreeable to both parties, but it may not be taken on a school day.
- C. Make-up or alternate holidays shall be determined by a representative committee consisting of non-teaching school employees and the Superintendent.
- D. Employees working during the summer will get pay for July 4 if they work the day before and the day after said holiday.

ARTICLE 21

BARGAINING UNIT MEMBER SELF-IMPROVEMENT

- A. The parties support the principal of continuing education for bargaining unit members and participation in their professional organizations.
- B. Any bargaining unit member who is asked by the Board to complete a course of study related to his/her responsibilities at an accredited college, university or other institution, shall receive full reimbursement from the Board for tuition, books, supplies, meals, lodging and transportation expense.

ARTICLE 22
MISCELLANEOUS

- A. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under applicable laws and regulations.
- B. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree an appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- C. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after it is signed, and shall be presented to all bargaining unit members now employed, or hereafter employed by the Board. The Union shall be provided with twenty (20) copies at no charge.
- D. A Safety Committee of employees and the Employer representatives is hereby established. This committee will include the Union Executive Committee and shall meet at such time as problems appear at a time and place mutually agreeable to the committee, for the purpose of making recommendations to the Employer.
- E. There will be no staff reductions during the term of this agreement except by normal attrition. Normal attrition is to be defined as an employee resignation, retirement, death, or termination for just cause. Exceptions shall be limited to the following:
 - 1. **Positions determined by student IEP's:** The District shall have the right to reduce any position as determined by a student IEP once the student either no longer needs an aide or the student should leave the District.
 - 2. **Decrease in student enrollment:** The District shall have the right to eliminate one (1) position for every drop of eighty (80) students in District enrollment. Using as a baseline the General Ed Enrollment from September 2007 of 984.61, if a state count during the month of February shows a General Ed K-12 decline of eighty (80) students, the District may lay off one (1) employee as of the last school day of the school year. If a state count during the month of September shows a General Ed K-12 decline of eighty (80) students, the District may lay off one (1) employee as of the last school day of the first semester. If the District declines to lay off a member after a drop of eighty (80) students, the District forfeits this layoff right until another decline of eighty (80) students.
 - 3. **School Closing:** Staff may be reduced in an appropriate manner due to the occurrence of a building closure.

In the case of an employee resignation, retirement, death, or termination for just cause, the Board may elect not to make an immediate decision on a reduction or continuation of the position. By the end of the school fiscal year in which the opening occurs, the parties shall meet and discuss whether or not to utilize the hours, and if so, how to utilize the hours in the best interests of the School District and the Support Staff. The decision to reduce or continue the hours will remain within the discretion of the District.

- F. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms. It likewise incorporates or supersedes all letters of agreement between the parties. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- G. Support personnel who receive business calls through personal cell phones shall be reimbursed \$15 per month for the cell phone. This shall be limited to employees filling the position of Grounds, Head Custodian, Transportation Director and Transportation Secretary. Payments shall cease upon acceptance of a school district cell phone or upon the employee leaving the position.

ARTICLE 23
INSURANCE

- A. The Board shall provide to each full-time, full year and full-time, school year employee and his/her eligible dependents MESSA Choices II health insurance with the \$10/\$20 drug card for a full twelve (12) months. Health insurance benefits shall be prorated for part-time employees.
- B. Employees shall have the option of not electing health insurance coverage and may instead apply \$100 per month beginning June 1, 2007 towards the purchase of MESSA and/or MEAFS fixed and variable option programs. Any amount beyond the Board subsidy shall be subject to payroll deduction.
- C. Employees whose hours are increased through substituting for another employee shall, after thirty (30) consecutive calendar days, have his/her insurance coverages adjusted to reflect the additional hours. Such adjustment shall be retroactive to the first day worked.
- D. The Board shall provide MESSA Delta Dental Plan (100/70-70-70) with orthodontic rider 005 (\$1,200 maximum) to the employee and his/her eligible dependents as determined by MESSA.
- E. The Board shall provide MESSA Vision Service Plan 3 for each employee and his/her eligible dependents as determined by MESSA.
- F. In the event of the death of a bargaining unit member, a death benefit payment of five thousand dollars (\$5,000) shall be made to the bargaining unit member's designated beneficiary.
- G. The Board may, at its option, decide annually whether or not to offer the above coverages in the form of a MESSA PAK.
- H. The benefits provided herein shall be prorated for part-time employees. Effective with the ratification of this agreement, employees must work a minimum of twenty (20) hours per week during the school year to be eligible for prorated benefits.
- I. The Board shall adopt a Section 125 Cafeteria Plan in accordance with IRS requirements. The Board shall be responsible for administering the plan. The plan shall minimally include a benefit selection option to be filled out by all bargaining unit members on an annual basis. For those bargaining unit members opting to participate in the plan, the district shall offer a salary reduction plan to maintain a tax-deferred status.
- J. The District shall implement insurance copayments pursuant to PA 152 of 2011 and shall adopt the hard cap option for the remainder of the 2012-2013 school year. The Association shall direct the District in regards to the amount of member copayments providing that the District receive full credit for the hard cap amounts per individual plan. The parties shall revisit the PA 152 options each May starting in 2013 following receipt of insurance premiums.

ARTICLE 24

EARLY RETIREMENT

- A. **Due to Staff Reduction:** In the event that a reduction in staff becomes necessary, and in the interest of maintaining gainful employment of Association members, the Board will take the responsibility of approaching the most senior employee in the affected unit with the following:
1. For those not eligible for Michigan Public School Employees Retirement, the Board will provide fully paid school-sponsored hospitalization insurance for the employee (single coverage) for a total of twelve (12) months after retirement.
 2. For those employees eligible for Michigan Public School Employees Retirement, the Board will provide \$2,000 per year for four (4) years to the retiree.
- B. **Retirement Allowance:**
An employee who has served the Ironwood Area School District for a minimum of ten (10) years shall receive upon termination of his/her services with the District \$82.50 per day for 2013-2014, based on a day as defined for a full-time school year employee, for one-half (½) of his/her accumulated sick days not to exceed \$7,425 for 2013-2014. In the event of death of the employee such sums shall be paid to his/her beneficiary.
- C. Employees leaving the school system under A or B above will be able to participate in school-sponsored group programs at the retiree's own cost where allowable until age seventy (70).

ARTICLE 25
COMPENSATION

Experience shall be given out all at one time with the next step to be given on October 1, 2013. Experience steps after that will be given out at the end of the workday on June 30th of each succeeding year.

The parties agree that when PA 152 options are revisited in May of each year, the parties shall also negotiate over compensation for the following school year.

The parties agree to increase the salary schedules by 1 ½ % beginning July 1, 2013.

**ARTICLE 26
COMPENSATION**

Transportation Personnel:

- | | 2013-2014 |
|--|------------------|
| 1. Regular Driver (Including holidays)
(Based on 182 days) | \$18,364 |
| 2. Local Run (Bring students to and from an activity. One-half pay for one way.) | \$14.99 |
| 3. Additional College Run (each way) | \$9.47 |
| 4. Special Education Run (round trip) | \$13.83 |
| (half trip) | \$9.69 |
| 5. Hourly Rate for Out-of-Town Trips | |
| a. Hourly rate shall be (session days) | \$11.05 |
| (non-session days) | \$12.39 |
| b. Hourly wages for out-of-town trips will be determined from one-half (½) hour before the departure time from the pick-up site until arrival at the lodging site of the driver on the first day. | |
| c. Hourly wages will commence on the second day of the overnight trip starting with the first driving assignment of the driver for that day and ending with the arrival at the bus garage or lodging site. | |
| d. For trips longer than two (2) days in duration, the procedure described in section 5.b. of this article shall be used for the first day, and the procedure described in section 5.c. of this article shall be used on the last day of the trip. For every other non-session day of the trip, the driver shall receive a minimum of eight (8) hours layover time paid at a rate of \$9.22, or the regular hourly rate for any driving done on these days as described in section 5.c. of this article, whichever is greater. | |

6. **Longevity Pay:**

Years	2013-2014
5 years	\$274
7 years	\$315
10 years	\$354
15 years	\$393

7. Meals and lodging will be paid by the school district for out-of-district trips. Limits for allowance for meals shall be as follows:

Breakfast	Lunch	Dinner
\$10.00	\$12.00	\$15.00

In order to receive reimbursement, drivers shall provide the District with a receipt.

8. Drivers shall receive the Custodian I hourly rate while attending driver education sessions and tests. This rate will be paid for the actual test or instruction time.
9. The District shall pay the cost for renewal of Michigan Chauffeur's Licenses for each driver during the term of this Agreement.
 - a. Transportation personnel will have one (1) road test paid for by the District. Any other road tests will be the driver's responsibility.
10. Bus runs made for in-service days shall be paid at 39% of their employee status classification.
11. Transportation personnel will receive one (1) pair of insulated coveralls during the length of this contract paid for by the District.
12. Transportation personnel shall be paid their normal day's rate of pay when they use a paid leave day.
13. New employees shall be compensated \$1,000 less than the wage specified in Section 1 above. Upon completion of the probationary period, the employee shall be compensated \$500 less than the wage specified in Section 1 for the remainder of the employee's first full year, as determined by the employee's anniversary date.
14. The Head Bus Driver shall be compensated \$125 per week for 45 weeks.
15. Transportation Personnel shall receive a payment of \$50 per trip for driving for a summer holiday event.

ARTICLE 27
COMPENSATION

Secretarial/Clerical/Aides:

Job classifications for the purpose of determining salary shall be as follows:

1. Head Accountant
2. Assistant Accountant
High School Principal's Secretary
Assistant High School Principal's Secretary
Child Accounting and Testing Clerk
Community Schools Secretary
3. Bookstore Clerk/Superintendent's Office Secretary/Community Schools Secretary
Elementary Secretaries (See Section 7)
Guidance Secretary (See Section 7)
Educational Paraprofessional*
4. Library Technician
Library Technician/Compactor
Educational Aides
5. Non-Instructional Paraprofessional

* An Educational Paraprofessional is an Educational Aide who has completed at least two years of study at an institution of higher education or who has obtained an Associate's Degree or higher

**2013-2014
Secretarial/Clerical/Aides
(By Classification)**

Years of Service	1	2	3	4	5
Base	\$16.47	\$13.71	\$13.40	\$13.09	\$12.80
1	\$16.65	\$13.89	\$13.58	\$13.28	\$12.99
2	\$16.84	\$14.08	\$13.77	\$13.46	\$13.17
3	\$17.03	\$14.26	\$13.95	\$13.64	\$13.36
4	\$17.21	\$14.44	\$14.15	\$13.83	\$13.54
5	\$17.40	\$14.64	\$14.32	\$14.01	\$13.73
6	\$17.58	\$14.82	\$14.51	\$14.20	\$13.91
7	\$17.77	\$15.01	\$14.70	\$14.39	\$14.10
8	\$17.96	\$15.19	\$14.87	\$14.58	\$14.29
12	\$18.18	\$15.40	\$15.08	\$14.77	\$14.49
16	\$18.31	\$15.53	\$15.22	\$14.92	\$14.63
20	\$18.45	\$15.67	\$15.37	\$15.06	\$14.76

1. Outside experience shall count in full for the first year and one-half, plus half (½) year for each succeeding year to a maximum of three (3) years. Only full years of outside experience will count.
2. Employees shall progress on the salary schedule as of the actual anniversary date of initial hiring by the district or any district now a part of the Ironwood District through either annexation or consolidation.
3. Employees who take a class or are solely responsible for the supervision of students in the absence of a certified teacher shall receive an additional \$1.80 per hour payable to the nearest quarter hour.
4. The substitute teacher coordinator shall be compensated \$82.50 per week for 36 weeks. Two (2) *substitute*, substitute teacher coordinator positions shall be posted and filled on the basis of seniority. *Substitute*, substitute teacher coordinators shall be paid at the forty-dollar (\$40) per week rate when doing the work.
5. The Transportation Secretary shall be compensated \$125 per week for 45 weeks.
6. The parties hereby agree that the elementary secretaries and the guidance secretary shall be upgraded to Classification II the first payroll following such time as they successfully pass a typing test at a minimum of sixty (60) words per minute.
7. In addition to the wages paid, the library aide in Classification 4, said employee shall receive an additional 50 cents per hour for those actual hours she supervises students alone.

**ARTICLE 28
COMPENSATION**

Custodial/Maintenance (Hourly Rate):

**2013-2014
Custodial/Maintenance**

Years	District Wide Head Cust.	Maintenance/ Mechanic Bus Driver	Head Custodian (High School)	Custodian I Painter Custodian- Bus Driver
0	14.87	14.87	13.76	13.55
1	15.28	15.28	14.17	13.95
2	15.70	15.70	14.58	14.34
3	16.08	16.08	14.97	14.75
4	16.47	16.47	15.37	15.16
5	16.89	16.89	15.78	15.55
8	17.39	17.39	16.26	16.06
11	17.66	17.66	16.49	16.28
15	17.80	17.80	16.67	16.46
20	17.91	17.91	16.79	16.58
25	17.97	17.97	16.85	16.63

1. Custodial employees assigned to work a second or third shift, or split shift, shall be compensated an additional fifteen (15) cents per hour above the employee's base rate.
2. Custodian-Bus Drivers shall receive the Custodian-Bus Driver hourly rate while attending driver education sessions and tests. This rate will be paid for the actual test or instruction time unless it occurs during their regular work schedule. If it occurs during their regular work schedule they will not lose any pay as a result of testing.

**ARTICLE 29
COMPENSATION**

Food Service Employees (Hourly Rate):

**2013-2014
Food Service**

Years	Central I	Server II/ Dishwasher
0	12.65	12.05
1	12.99	12.40*
2	13.30	12.69
3	13.59	13.01
4	13.91	13.28
5	14.20	13.58
Longevity:		
10 years of service:	14.63	14.00
15 years of service:	15.05	14.43
20 years of service:	15.48	14.85

1. An employee who is substituting for the Supervisor will be paid an additional \$25.00 per day based on the Supervisor's regular workday.

ARTICLE 30
MONITORS' COMPENSATION AND BENEFITS

Wages (Hourly):

2013-2014

1	10.38
2	10.63
3	10.88
4	11.13

- B. For 1994-95, each monitor shall receive up to one (1) additional hour of actual time worked of pro-rata benefit coverage to apply towards the benefit or annuity as provided for in Article 23, Section B. This process shall continue from year to year until monitors receive their full pro-rata share of benefits.
- C. Job descriptions shall be mutually developed by the monitors and the administration. Said job descriptions shall not be attached to this agreement.

ARTICLE 31

COMPENSATION/GENERAL

- A. In the event that a school vehicle is not available for transportation purposes and an employee must use his/her personal vehicle on school business, the employee shall be reimbursed at the IRS rate.
- B. Employees working in the custodial maintenance area during summers shall be compensated at the Custodian I hourly wage, including experience for longevity.
- C. School year employees shall have the option of taking their pay over twenty-six (26) equal pay periods, twenty-six (26) pays with a lump sum on the employee's last pay check in June, or in twenty (20) equal pay periods.
- D. Any employee working a second or third shift shall be compensated an additional fifteen (15) cents per hour above the employee's base rate.

ARTICLE 32

PUBLIC SCHOOL ACADEMIES

- A. The District will provide notice to the Association of any formal inquiry regarding a public school academy application made to the District, or an application to an ISD, Community College, or public university of which it has knowledge.
- B. The District agrees to furnish the Association with a copy of any application seeking authorization of a public school academy and all required information concerning the application to authorize a public school academy.

ARTICLE 33

DURATION

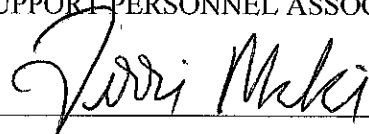
This Agreement shall be in effect from January 1, 2013 through June 30, 2016. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modifications is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

FOR THE IRONWOOD AREA SCHOOLS
BOARD OF EDUCATION:



Date: 5/13/13

FOR THE IRONWOOD EDUCATION
SUPPORT PERSONNEL ASSOCIATION:



Date: 5-17-13

LETTER OF AGREEMENT

BETWEEN THE

IRONWOOD AREA SCHOOL DISTRICT

AND THE

IRONWOOD EDUCATION SUPPORT PERSONNEL ASSOCIATION

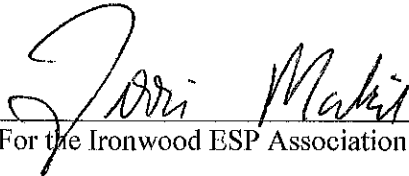
The above named parties do hereby agree to jointly create a committee to be composed of one administrator, one school board member and two support staff members for the sole purpose of examining current job qualifications and recommending changes to bring job descriptions up to date.



For the Ironwood Area School District

5/15/13

Date



For the Ironwood ESP Association

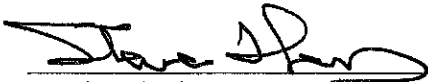
5-17-13

Date

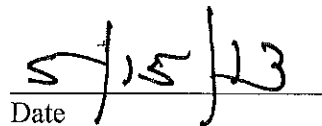
LETTER OF AGREEMENT
BETWEEN
IRONWOOD AREA SCHOOL DISTRICT
AND
IRONWOOD EDUCATION SUPPORT PERSONNEL ASSOCIATION

The above named parties heretofore agree that paraprofessional employees who were required to test in order to complete a new 'highly qualified' qualification for their positions shall be reimbursed by the District \$50 each for the initial testing costs.

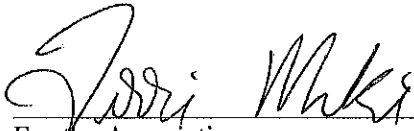
The District shall not reimburse for retesting nor shall it reimburse for employees in other qualifications who chose to test to preserve future bumping rights. New employees will be required to test at their own expense.



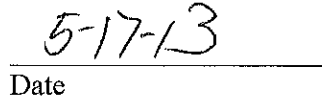
For the District



Date



For the Association



Date